

6961501



September 18, 2007

WTH

Kelly Vollet
Ripley County
PO Box 178
Versailles, IN 47042

Dear Kelly,

Please find enclosed a copy of the signed contract for Parcel Creation and Consulting Services. Please keep this copy for your records.

Should you have additional questions or concerns regarding this document or the product detailed there in, please contact our office at 317-259-0105.

As always, WTH Technology, Inc. would like to thank you and your agency for your business. We look forward to working with you further in the future.

Respectfully,

A handwritten signature in cursive script, appearing to read "Rex E. Jones".

Rex E. Jones, President
WTH Technology, Inc.

PROPOSAL

August 27, 2007

Prepared for:

Ripley County, Indiana

To Provide:

**Parcel Creation,
Consulting Services, Installation and Training**



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
• www.wthtechnology.com •

OVERVIEW

Ripley County, Indiana (the "Client") is in need of certain mapping or GIS related products and services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This proposal defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Land Information Conversion

Property Lines and Parcel Conversion

The Company will create a GIS-based parcel map layer for the following Cities and Towns in Ripley County: Batesville, Sunman, Milan, Versailles and Osgood. These communities encompass approximately 4,328 parcels of the 13, 500 in the County that remain to be converted. The Company will digitize these documents using the Client's existing plat maps, including any blowup pages and subdivision maps, and tile them together into one continuous map layer that can be used and edited in Think GIS®. The Company will fit and adjust the digitized plats into its visual location on the finished map using a process that resizes the plat using visual control points on the aerial photography. The Company will correct the location of each plat page to make it line up with the digital aerial photography and the other plat pages. The parcels maps will be digitized using the Client's existing GIS base map as the foundation for this project.

- The layers that will be created for this set of parcel data will include the section lines, platted subdivision boundaries, subdivision lot lines, parcel areas, parcel dimensions, and land hooks if available on the source document.
- The parcel number to be used will come from the County Tax program and plat sheets. A digital copy of this tax database (in excel or access database format) will be required for the data conversion. This data will be used to populate the parcels as they are created.
- It is estimated that there will be 4,328 parcels created for this portion of the contract. It is estimated that the total project will require the Company to perform GIS conversion for approximately 13,500 parcels over the next two years.

Scanning Services

The Company has partnered with Image Technology Corporation (a full line scanning company) many times in the past 7 years to perform the required scanning services pertaining to the collection of paper source documents for the related data conversion. Only the towns and city plat sheets (approximately 91) will be scanned for this portion of the job. ITC will come on-site and pick up the designated plat sheets on a designated afternoon and take them back to their headquarters in Indianapolis. The plat sheets will be scanned and verified and returned to the Client by 8:00 AM the following morning.

Tax Records Interface

The Tax Records Interface will be accomplished when this batch of parcels has been created and they are ready to be linked to the clients existing tax system. The process for implementing the tax interface will be as follows:

The Company will create a match between the parcel data in the mapping system and the tax data in the Client's taxation system. A 100% match cannot be guaranteed for many reasons (i.e. missing data in the Client's taxation system and plat maps, misspellings, etc.). A copy of the database must be obtained once the parcel conversion begins to ensure the highest quality of data accuracy.

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

1. The client determines that more data should be captured during creation of the parcel layer.
2. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.
3. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.

Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided by another vendor. Therefore, in order to eliminate the need for redundant data maintenance, the Company will provide the Client with an interface between the mapping software and the tax or assessment records database. This interface can be ran as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

On-Site Installation and Training

When the project is completed, the Company will install the data layers onto the GIS server and setup each workstation with a strategy of either sharing this data with the other departments or downloading it. The Company will provide on-site training to instruct the Client on use of the layer for their specific applications.

Think GIS® Client Consulting and Support

The Company will provide the following services as part of an Annual Client Support Agreement. These services are to be paid for at the beginning of each 12 month period.

- **Consulting Services**

The Company will make its staff available to the Client to consult on issues related to the application and use of Think GIS® in daily operations. The WTH staff includes individuals who have over 100 years of combined experience in the public sector. Many have served as Elected Officials, Appointed Department Heads and Public Employees. They have prepared budgets, supervised staff, worked with other Elected Officials and Government Administrators and provided services to the public; in short, they've done the many of the jobs our clients do every day.

Our GIS support staff has more than 60 years of combined experience in the GIS field. They've created over 500,000 parcels, 300,000 point addresses, and over 100,000 miles of road centerlines all digitized to 1 meter, 1 foot, and 6 inch orthophotography. The WTH staff understands our clients' needs and has the knowledge and experience to help turn challenges into solutions.

- **Software Upgrades**

Any enhancements made to the Think GIS® software during the term of the customer support agreement will be automatically uploaded via the synchronization process to the Client's computers as they become available. This ensures that the client always has the most recent software version. Think GIS® Clients only purchase the software once.

- **Synchronization Subscription**

The Company will provide a subscription to the WTH data synchronization service. This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think GIS® program updates on a regular basis. Remote users responsible for maintaining one or more layers who have Internet access on their computer will be able to automatically connect to the Company's server and send or receive map changes and updates. With data synchronization, all other users will be able to download these layer changes so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection. The Company will work with the Client to achieve a desirable method of updating information.

- Unlimited Toll Free Phone & Remote Support

Toll Free phone support and remote support will be provided under this agreement during regular business hours, 8:00 a.m. to 5:00 p.m. EST. Phone support consultants will be available to answer questions regarding the use of Think GIS® software and to discuss the application of Think GIS® to the Client's operational needs and issues. Remote support will include the ability to connect to the Client's computers as requested and make adjustments to the software and its configuration to adapt to the Client's changing needs. Remote support will require configuration of the Client's network to allow access by WTH staff.

- Unlimited On-Site Technical Support

The Company is committed to providing rapid response to support requests. Every effort will be made to resolve issues through telephone consultation and remote connectivity to the Client's computers. If a resolution is impossible over the phone or with remote access, The Company will send staff to the Client's location as necessary and appropriate.

- Off-Site Data Backup

The Company will maintain backups of the Client's Map Data transferred via the synchronization process. Twice daily the system will archive all Map Data submitted by the Client. The 10 most recent updated archive copies of each file are maintained to provide incremental recovery. This data can be restored to the Client's computers at their request.

- Re-installation and Configuration

The Company will assist the Client with the re-installation and configuration of Think GIS® in the event of a hardware or software system failure, or if Think GIS® becomes corrupt or inoperable, regardless of the cause. This will include installation of Think GIS® and related software, configuration of map data files, configuration of related interfaces and configuration of synchronization services.

- On-Going Training

The Company will provide on-going training on Think GIS® and related software to ensure the Client is able to take full advantage of the power of Think GIS® and that new staff will quickly be able to use the system effectively. This includes current users who need refresher training on software functionality, and new hires that require introductory training and orientation. Single or group training sessions will be provided as necessary and appropriate.

- Pre-Contract Technical Counsel

The Company will be available to assist the Client in any pre-contract technical decision making regarding digital data proposed for use in conjunction with the Think GIS® system. The Company's wide range of experience will aid the Client in making proper decisions prior making a contractual commitment. This will ensure that the Client makes efficient use of available funds and the resulting system is interoperable and meets the Client's expectations.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	120 Days	GIS Parcel Conversion and Database Development (4,328 city and town parcels)	30 Days ⁽¹⁾	\$ 41,100.00
Delivery	120 Days	Scanning Services	30 Days ⁽¹⁾	\$ 900.00
Delivery	120 Days	Management/Setup/Install/Train	30 Days ⁽¹⁾	\$ 3,000.00
Delivery	120 Days	Tax Records Interface	30 Days ⁽¹⁾	\$ 5,000.00
Total			TOTAL	\$ 50,000.00
Client Consulting and Support				
Annual Think GIS® Client Consulting and Support			30 Days ⁽²⁾	\$ 6,000.00

- 1.) *The Company will invoice the customer on a monthly basis based on the number of months until the project is completed unless provided for in a separate payment schedule set forth by the Company. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed*
- 2.) *The Company reserves the right to increase the Annual Client Consulting and Support.*

GENERAL TERMS

Entire Agreement – This Agreement represents the entire agreement between the Client and the Company.

Governing Law – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Severability – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Amendments – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

Notices – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.

Signing in Counterparts – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

Agreement Term and Renewal – This Agreement shall become effective for the Client and the Company at such time that the Client and the Company signs this Agreement and shall remain in effect through the one year anniversary of this Agreement. This Agreement shall automatically renew itself for succeeding one year terms for the Client and the Company, unless that Party delivers a written Notice of Intent to Not Renew at least 60 Days prior to the anniversary date of this Agreement.

Addresses and Contacts for Notification Purposes: *Invoice*

Contact: Leta Phipps, Contract Administration
Company: WTH Technology, Inc.

Address: 567 W. Westfield Blvd.

City/State/Zip: Indianapolis, IN 46208
Email: Lhipps@wthtechnology.com
Phone: (317) 259-0105
Fax: (317) 259-1423

Contact: KELLY VOLLET
Client: Ripley County
County: Ripley County, Indiana
Address: 102 W. 1st N. ST.
PO Box 178
City/State/Zip: VERSAILLES, IN 47042
Email: kvallet@ripleycounty.com
Phone: 812-689-0025
Fax: 812-689-1062

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

The remainder of this page is left blank intentionally.

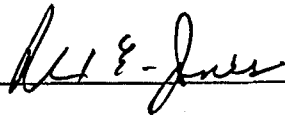
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 17th day of September 2007.

Company:
WTH Technology, Inc.

Client
Ripley County, Indiana

Signature: _____

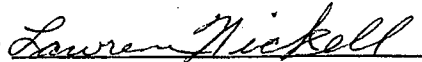
Name: Rex JonesTitle: President

Signature: _____

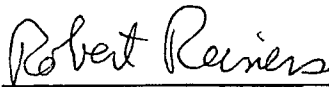
Name: _____

Title: _____

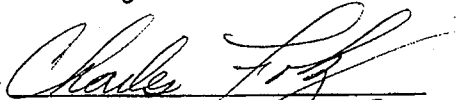
Signature: _____

Name: LAWRENCE NICKELLTitle: Ripley Co. Comm.

Signature: _____

Name: Robert ReinersTitle: Pres Ripley Co Comm

Signature: _____

Name: Charles FoltzTitle: Ripley Co Commissioner

WHERE TECHNOLOGY HAPPENS

• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
• www.wthtechnology.com •